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PUBLIC EMPLOYMENT
RELATIONS BOARD

MASTER CONTRACT

BETWEEN

NEW MARKET COMMUNITY SCHOOL DISTRICT

AND

NEW MARKET EDUCATION ASSOCIATION

2007-2008

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ARTICLE I

GRIEVANCE PROCEDURES

A. Definitions

1. A "grievant" shall mean an employee or group of employees or the Association filing a grievance.
2. A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this Agreement.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean employee work days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure. Failure of the appropriate administrator or administrative body to render a decision within the specified time limits shall mean the grievance will move automatically to the next step.

B. Individual Rights

1. A grievant may be represented at all pre-arbitration stages except Step One of the grievance procedure by oneself, or, at ones option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the aggrieved party may allow the Association the right to be present and to state its views at all stages of the grievance procedure.

C. Right to Representation

1. If, in the judgment of the Association, a grievance exists, the Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one (1) supervisor and grievances involving an administrator above the building level may be filed by the Association at Step Three.
2. In matters dealing with alleged violation of the Association rights, the grievance shall be initiated at Step Three.
3. The Association on its own may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement.

D. Procedure

1. Step One: An employee and the immediately involved supervisor shall try to resolve problems through free and informal communications prior to Step Two.
2. Step Two: Within twenty (20) school days following the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party with a written answer to the grievance within four (4) days after the meeting. Such answer shall include the reasons upon which the decision was based.
3. Step Three: After the receipt of the disposition, if the grievant is not satisfied, within six (6) days the grievance may be referred to the superintendent or official designee. In cases where the superintendent is the immediate supervisor, the grievance procedure may begin at this step. The superintendent shall arrange for a meeting with the grievant and a local Association representative to take place within five (5) days of the receipt of the grievance. The parties in interest shall have the right to include in the representation such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the superintendent will have four (4) days to provide a written decision, together with the reasons for the decision, to the grievant.
4. Step Four: After the receipt of the disposition, if the grievant is not satisfied, within six (6) days the grievance may be referred to the Board of Directors or its delegated representative for meeting with an Association representative. This meeting shall take place within ten (10) days of the board secretary's receipt of the grievance providing the meeting can be arranged with the Association. Such inability to schedule shall extend the ten (10) days to that time needed for the arrangements for the meeting. The parties in interest shall have the right to include in the representation such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Board of Directors shall have four (4) days to provide a written decision, together with the reasons for the decision, to the grievant.
5. Step Five: Binding Arbitration
 - a. After receipt of the disposition, if the grievant is not satisfied, within six (6) days the grievant may request in writing that the Association submit the grievance to arbitration. If the Association determines the grievance has merit, it may by written notice to the Board of Directors or its delegated representative within five (5) days after the receipt of the request from the aggrieved person, submit the grievance to binding arbitration.

If any question arises, as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

- b. Within ten (10) days after such written notice of submission to arbitration, the Board of Directors or its delegated representative and Association may attempt to agree upon a mutually acceptable arbitrator or to obtain such a commitment within the ten day period, a request for a list of seven (7) arbitrators shall be made to the PER Board by either party. Each party shall have the opportunity to eliminate members from the list by alternating back and forth until one arbitrator is left. A coin shall be tossed and called by the Association, with the winner having choice of the first or second in the elimination sequence.
- c. The arbitrator selected will confer with the Board of Directors or its delegated representative and the Association and hold hearings promptly and will issue binding decision not later than ten (10) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth finding of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which is violative of the terms of this Agreement or State statutes. The arbitrator shall be empowered to include in any award such remedies as may be deemed proper. The decision of the arbitrator will be submitted to the Board and the Association and will be binding upon the parties within the statutes of State law.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and sustenance expenses and the cost of any hearing rooms, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

E. Cooperation of Board and Administration

The Board and the administration shall cooperate with the Association in its investigation of any grievance, and further, shall furnish the Association such information as is requested for the processing of any grievance. Information of confidential nature shall not be released without proper authorization. The Association shall pay for copying records and time spent by school district personnel for collection, assembly or processing of requested information. Copy costs shall be \$.10 cents per single copy page and time at a pro-rated basis on hourly wages or its equivalent of the person processing the materials. Association personnel shall not process grievance materials during school hours because of the conflict with regular planning and teaching functions.

F. Grievance Forms

Forms for filing grievances, serving notices, taking appeals, reports and recommendations and other necessary documents shall be prepared by the Association. The costs of preparing such forms shall be borne by the Association. Grievances shall be filed on Schedule A.

ARTICLE II

PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities and insurance.

B. Authorization

Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set in Schedule B.

C. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10th) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year.

D. Hold Harmless

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders or judgments brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this article.

ARTICLE III

SICK LEAVE

A. Accumulative Benefits

All employees shall be entitled to sick leave days for personal illness or disability which would prevent the employee from performing their job. Each school year sick leave shall be provided as of the first official day of said school year, whether or not they report for duty on that day, in accordance with the following schedule:

1st year of employment	11 days
2nd year of employment	12 days
3rd year of employment	13 days
4th year of employment	14 days
5th year of employment	15 days
and all subsequent years	

Any unused days of sick leave shall be accumulated from year to year with the maximum limit of one hundred twenty (120) days. Part time employees shall accrue leave on a pro-rated basis.

B. Notification of Accumulation

Upon request, employees shall be given a written accounting of accumulated sick leave at the end of the school year when they sign the sick leave record card kept by the administrative secretary.

C. Extended Leave

An employee who is unable to work because of personal illness or disability as verified by a doctor's statement and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to June 5th of the current fiscal year. An employee on such leave may continue all fringe benefits for the duration of the said leave provided by this Agreement and provided the employee pays the school district prior to the monthly benefit deduction date the amount of premium needed for that benefit.

ARTICLE IV

TEMPORARY LEAVES OF ABSENCE

A. Paid Leave

Employees shall be entitled to the following temporary leaves of absence with full pay each year.

1. **Personal**: At the beginning of every school year, each employee shall be credited with three (3) days to be used for employee's personal business. Such personal leave days shall be accumulated to a total of five (5) days. A personal business day may be used for any purpose at the discretion of the employee. No more than two (2) employees may take such leave on any one (1) day except in cases of emergency. An employee planning to use a personal leave day or days shall notify the principal at least one (1) day in advance, except in cases of an emergency. The employee shall not be required to explain the reason for the use of a personal leave day.
2. **Jury and Legal**: Any employee called for jury duty during school hours shall be provided such time. Any fees or reimbursements employees receive during such leave shall be turned over to the New Market Community School District system. Notification shall be given to the principal upon receipt of the jury duty notice.
3. **Association**: Up to five (5) days paid leave shall be available to the Association for arbitration matters or other activities of the local, state and national affiliated organizations. Up to three (3) extra days unpaid leave shall be granted. The Board will pay the substitute for the first four (4) days. The Association will pay the substitute for three (3) days. Only two (2) members may attend unless prior arrangements are made. Notice shall be given to the employee's principal at least three (3) days in advance.

4. Bereavement: Bereavement leave will be in accordance with the following: (For the purpose of bereavement leave, immediate family shall be defined as spouse, child, mother, father, brother, or sister)
 - a. Four (4) days per occurrence for immediate family, in-laws, and households of each.
 - b. Two (2) days per occurrence for grandparents of employee or spouse.
 - c. One (1) day per occurrence for other relatives of employee or spouse.
 - d. Up to half a day per occurrence for friends and others, providing teacher and administration can make suitable arrangements with other staff members to cover obligated classes.
 - e. Additional unpaid leave can be granted in conjunction with any of the above.
5. Professional Leave: The professional staff is encouraged to attend:
 - a. Professional meetings, conferences, workshops and seminars.
 - b. Visitations to view other instructional techniques or programs.Attendance at these meetings is permitted if deemed beneficial to the district.

The procedure for attaining this leave will be to file a written request with the employee's principal at least five (5) days prior to the use of such leave and the principal's signature of approval on the appropriate form.

6. Family Illness: An employee shall be excused without loss of pay for five (5) days annually in the event of illness or injury for immediate family, in-laws, or any member of the employee's household. These days shall be credited to the employee as of the first official work day of the school year. (Immediate family shall be defined as spouse, child, mother or father.)

B. Unpaid Leave

Other leaves of absence for good reason shall be granted without pay in writing by the superintendent.

ARTICLE V

EXTENDED LEAVES OF ABSENCE

A. Association

A leave of absence without pay for up to two (2) years shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliates or on its staff. Upon return from such leave, such employee shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits provided said employee pays school district for said benefits as they would have occurred if they had taught in the system during the period.

B. Parental

All employees shall be eligible for parental leave without pay for up to one (1) year subject to the following conditions:

1. Notification: The employee shall notify the Board as soon as the employee foresees any necessity to alter employment commitments.
2. Return Rights: Upon returning to employment, the employee shall assume all previous rights and privileges. The employee will assume all previous responsibilities, as determined by the administration, but not to exceed the responsibilities of the previous contract.
3. Benefits: The employee shall have the opportunity to continue all insurance programs at the employee's own expense beginning with the beginning date of leave. All premiums shall be pre-paid by check.
4. Pay: An employee shall be entitled to all raises and increments upon return if the employee serves at least one half (90) days of the school year. This ninety (90) day period need not be continuous.
5. Adoption: In cases of adoption of a child, these policies shall apply where appropriate.

C. Educational Leave

A leave of absence without pay shall be granted to an employee for the purpose of engaging in study at an accredited college or university. Employees shall have the opportunity to continue all insurance programs at the employees own expense beginning with the beginning date of leave. All premiums shall be prepaid by check. Upon return from such leave, all benefits to which an employee was entitled at the time of the leave (including unused accumulated sick leave) will be restored to the employee upon his/her return to active employment. The employee will be placed on the proper step of the salary schedule for the employee's experience and education. Experience credit will not be given for the time engaged in the educational leave.

D. Good Cause

Other extended leaves of absence without pay shall be granted in writing by the superintendent for good reason.

ARTICLE VI

HOLIDAYS/NON-WORKING DAYS

The following will be days on which no work is scheduled:

1. Labor Day
2. Thanksgiving Day
3. Friday after Thanksgiving
4. Christmas Eve Day through New Years Day
5. Good Friday
6. Monday after Easter
7. Memorial Day

No employee shall be required to perform duties on any of the above days except in cases when agreed to by 60% of the teaching staff for make-up purposes.

ARTICLE VII

VACATIONS

Teachers will help establish the school calendar to determine vacations. The Board of Directors will make the final decision.

ARTICLE VIII

HOURS OF WORK

A. In-School Work Year

1. Regular Contract - The in-school work year for employees shall not exceed one hundred eighty-five (185) days.
2. Definition of In-School Work Year - The in-school work year shall include days when pupils are in attendance, in-service days, and any other days on which employee attendance is required.

B. Workday

The workday shall consist of no more than eight (8) consecutive hours per day, including a duty-free lunch period. Arrival and dismissal times shall be established by the Board prior to the start of each school year. No change in the arrival and/or dismissal time shall be made without at least thirty (30) calendar days prior notice to the employees and without this action taking place during an open Board meeting. On Fridays and days preceding holidays or vacation periods the workday shall end at the close of the students' day.

C. Faculty Meeting Extending Workday

1. No more than ten (10) faculty meetings shall be scheduled during the contract period which extends beyond the normal work day more than fifteen (15) minutes. Meetings shall not be called on Fridays or any day immediately preceding any holiday or other day upon which attendance is not required at school.
2. Employees shall have the opportunity to suggest items for the agenda.

D. Lunch Break

Each employee shall be granted at least twenty-five (25) consecutive minutes of duty-free lunch time, during a period not before 11:00 a.m. and not after 1:00 p.m. Employees shall be allowed to leave the building during their duty-free lunch, provided notification is given to the building principal or his/her designee.

E. Break Time

Each employee shall have thirty (30) consecutive minutes of break time with full pay each day between the hours of 8:30 a.m. and 3:30 p.m. Such time shall be in addition to the employee's duty-free lunch period.

F. Adverse Conditions

Employees shall not be required to work during the time when students do not attend because of adverse conditions.

ARTICLE IX

EMPLOYMENT AND ASSIGNMENTS

Assignment of Employees

A. Notification of Presently Employed Staff

Each employee shall be given written notice of salary schedule placement and salary including extra duty for the forthcoming year on contract.

B. Resignation from Employment

The Board of Directors shall accept resignations from the following year's contract through the date of the regular scheduled Board meeting in June without penalty to the employee. Resignations delivered after this date shall be at the discretion of the Board and depend upon the availability of a suitable replacement. Any resignation after this date will not be approved until such replacement is under contract and the employee requesting the resignation has paid the district a one hundred twenty-five dollars (\$125) cash resignation fee.

ARTICLE X

WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule D which is attached hereto and made a part thereof.

B. Placement on Salary Schedule

1. Adjustment of Salary Schedule

Each employee shall be placed on the accepted step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph two below. Any employee hired prior to the second day of the second semester of any school year shall be given full credit for each year of service toward the next increment step for the following year.

2. Credit for Experience

Credit up to four (4) years of experience of any salary level shall be given for previous outside teaching experience in a duly accredited school upon initial employment. The Board at its sole discretion may offer credit in excess of four (4) years for actual approved teaching experience outside the New Market Community School District.

C. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their education classification is reached. A year of service consists of employment in the New Market Community School District for ninety (90) teaching days or more in one (1) school year.

2. Educational Lanes

Employees on the regular salary schedule who move from one (1) educational lane to a higher educational lane shall move to the corresponding eligible step on a higher lane. For an employee to advance from one (1) educational lane to another, one shall file suitable evidence of additional educational credit with the superintendent no later than October first of the contract year, and pay adjustments shall be retroactive to the beginning of the contract year. Beginning July 1, 1984 college credits shall be graduate credit in an approved program. Undergraduate credit toward a specific approval will also be accepted. Otherwise, undergraduate and graduate work in non-approved programs shall receive Board approval prior to enrollment in order to count.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 19th day of each month. The contracted salary schedule shall become effective commencing on the first day of each school year. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher.

The first check shall be September 19 and the last check August 19. Insurance benefits begin September 1 and end August 31. New employees may insure earlier than September 1; however, they must pay the premiums.

2. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

3. Summer Checks

Summer checks, upon request, will be mailed to the address designated.

E. Extended Year Contract Rate

The salary schedule is based on a total of one hundred eighty-five (185) work days. Extended contracts shall be based on a pay rate of 1/185th the employee's salary.

F. Career Increment

A career increment of one thousand two hundred dollars (\$1,200) shall be paid after each three (3) years of service beyond the 14th step for certified employees who have reached the 14th step on the salary schedule, in accordance to Schedule D, Salary Schedule.

G. Physical Examination

After the initial physical required for employment, each certified employee shall be paid sixty-five dollars (\$65) once every three (3) years toward the required physical examination.

H. Overload Pay

An employee who is asked to and agrees to relinquish a break time or preparation period to supervise a class or activity shall be paid twelve dollars (\$12.00) per forty (40) minutes of time.

I. Career Path Teacher compensation/Teacher Quality Allocation

Teacher compensation pay will be used to bring first, second, and third year teachers up to the state mandated minimum pay. Any remaining allocation funds will be divided equally among those teachers not receiving compensation pay by the state.

ARTICLE XI

SUPPLEMENTAL PAY

A. Extra-curricular Activities

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in the Supplemental Pay Schedule E are official school sponsored activities covered by the school insurance.

2. Rates of Pay

Employee participation in extra-curricular activities shall be by mutual agreement. Employees shall be compensated according to the rate of pay or other stipulations in the Supplemental Pay Schedule, which is attached hereto and made a part thereof.

B. Travel Expenses

1. Employees who may be requested to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate established by Board policy.
2. The same allowance shall be given for use of personal cars for business of the district if such use is approved by the administration. When school transportation is available, the school shall provide transportation, unless it is mutually agreed upon by the administration and staff for staff to use their personal vehicle for reimbursement.

ARTICLE XII

INSURANCE

A. Types

The Board agrees to provide all full-time employees the following full paid single insurance protection for twelve consecutive months:

Disability, DXL, Employee Health, Accident and Medical.

1. The employee has the option of purchasing family coverage by him/her paying the premium difference between the individual and family policies.

A part time employee will have his/her insurance premium contribution pro-rated to reflect the percentage of full time employment.

2. The Board agrees to pay the employee's first one hundred dollars (\$100) towards deductible for the health and major medical insurance coverage. Deductible payment will be made within five (5) working days after proof has been received.

B. Coverage

The Board provided insurance programs shall be for twelve (12) consecutive months (beginning July 1 and ending June 30). Any employee who is no longer providing services to the district, whose employment has been terminated and has received their final paycheck, shall not be covered by insurance under this Article. However, the Board provided insurance programs shall be available to people retiring from the system at a minimum age of fifty-five (55) with ten (10) years service. Cost of such insurance will be borne by said retiree and paid one (1) month in advance of premium due date to the school board secretary. In the event the payment is not received, said policy is then considered canceled.

The Board provided insurance programs shall be available to those people who have been involved in staff reduction. Cost of insurance programs will be borne by said staff member for up to two (2) years or until they find other employment and paid one (1) month in advance of premium due date to the school board secretary. In the event the payment is not received, said policy is then considered canceled.

C. Coverage

In the event that an employee, absent because of illness or injury, has exhausted sick leave and granted non-paid leave, the employee shall have the right to continue any or all of the programs by paying the premiums themselves prior to the billing date.

D. Selection of Carriers

All insurance programs carriers shall be selected by the Board following input by the Association. The open enrollment period including opportunities for summer pre-enrollment shall be jointly established by the Board, the Association and the insurance carrier.

The Board shall request the health insurance company with which coverage is obtained to provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a description of conditions and limits of coverage.

E. Liability Insurance

All employees shall be covered by a school financed liability insurance covering performance of duties in the scope of the employee's employment. Employees required to use personal automobiles in their assigned duties shall be covered under the school umbrella policy.

ARTICLE XIII

STAFF REDUCTION PROCEDURES

A. Coverage: All employees under this Agreement.

B. Notification

If the Board is contemplating the layoff of any employee(s), reduction will be conducted in such a way that it meets Code of Iowa Standards.

C. Layoffs

1. If a position is to be eliminated, the Board shall give notification of layoff to the least senior employee in that position in the following categories: Grades K – 8
2. An employee who is notified of a layoff will have the right to displace any less senior employee whose work he or she is certified and qualified to perform. No employee shall displace the superintendent and/or building principal. Written notice of intent to exercise this right must be given to the superintendent, with a copy to the Association within three (3) days after an employee is notified of layoff. Within (3) three days after the employee gives such notification, the superintendent will notify the less senior employee that he/she is to be displaced.
3. An employee who displaces another employee will be placed on the proper step of the salary schedule for the new position according to his or her experience and education, and will retain all accrued benefits.

4. An employee who is to be displaced pursuant to this section will have the same displacement rights vis-a-vis less senior employees as an employee who is to be laid off pursuant to Subsection Two above.

D. Seniority

For the purposes of this Article, seniority will be computed from an employee's original date of contract signature, and will begin to accrue as of that day. Seniority will continue to accrue during all paid leaves of absence or employment by the Board in position outside the bargaining unit. When seniority is equal between or among employees, ranking of those employees shall be determined by the number of endorsements held. The employee with the most endorsements shall be retained. On or about December 1 of each school year, the superintendent will provide the Association with a list showing the seniority of each employee employed by the Board, their area of certification and courses taught and will, thereafter, promptly notify the Association of any changes in said list. The Association shall return within thirty (30) days a signed statement that the list is accurate and shall be used should reduction in force be necessary.

E. Recall

1. If there is a vacancy in a negotiating unit position, laid off employees who are certified and qualified to perform the work in question will be recalled in the order of the person with the most seniority being recalled first.
2. Notice of recall will be given by registered mail to the last address given to the Board by the employee. A copy of the notice of recall will be given to the Association. If an employee fails to respond by registered mail within ten (10) days after receipt of the above notice to recall, the employee will be deemed to have refused the position offered.
3. An employee who is laid off will remain on the recall list for two (2) years after the effective date of layoff unless the employee waives recall rights in writing.
4. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to the employee upon his or her return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's experience and education. Experience credit will not be given for the time laid off.
5. A laid off employee remains an employee of the district and is eligible to file a grievance under the grievance procedure.

F. Compliance

Notwithstanding any other provision in the Agreement, no vacancy in a bargaining unit position will be filled by the Board when certified and qualified employees are on the recall list until the procedures set forth in this Article have been complied with. This section does not apply in sections where outside employees hired to assume extra duty assignments for which persons in the recall list are not qualified or refuse to accept if offered.

ARTICLE XIV

TRANSFERS

A. Definition and Procedure

1. The assignment of an employee to a different job classification, grade level or subject area shall be considered a transfer.
2. When vacancies occur, the superintendent will inform the Association president to facilitate the application of interested staff members.
3. Upon knowledge of a vacancy or vacancies, the superintendent shall post a list of vacancies which occur during the school year and for the following school year. Such notice shall be posted for at least ten (10) days to allow any employee who has not previously filed a written statement of a desire for transfer to request a voluntary transfer to said vacancy.

B. Involuntary Transfers

1. When an involuntary transfer must be made to meet school district needs, such transfer shall not be made without prior discussion with the employee.
2. If any involuntary transfer or reassignment is necessary, the employee with the least district seniority who is certified in the subject/area and/or grade level to which the involuntary transfer is necessary, shall be transferred first (i.e. in reverse order of seniority).

C. Voluntary Transfers

1. An employee who desires a change in job classification, grade and/or subject assignment, or building may file a written statement of such desire with the superintendent.
2. In the processing of requests for voluntary transfer, the wishes of the individual employee shall be honored so long as the transfer does not conflict with the instructional requirements of the school district.

3. If more than one employee with appropriate certification has applied for the same position, the most senior shall prevail.
4. Notice of denial of a voluntary transfer request shall be delivered to the employee immediately upon the making of the decision and shall include a specific statement of the reasons for the denial.
5. No new employee shall be hired or involuntary transfer made to fill a vacancy if a certified voluntary applicant exists unless the instructional requirements of the district cannot be met by granting the voluntary transfer request.

D. Return Rights

1. Any employee who shall be transferred to an administrative or supervisory position and who later returns to former status shall be entitled to retain such rights as may have accrued under this agreement prior to such transfer to administrative or supervisory status.

ARTICLE XV

EVALUATIONS

A. Orientation

Within four (4) weeks after the beginning of each school year, the administration shall acquaint the employee with the evaluation procedures, criteria and form. No evaluations shall take place until such procedure has been completed.

B. Formal Evaluations

As part of the evaluation procedure, an employee will be evaluated on his/her job performance, including a classroom observation, at least once per year. A probationary employee shall be evaluated at least twice during the year. A classroom observation shall be a minimum of thirty (30) minutes. This observation will be discussed within five (5) working days unless it is mutually agreed to hold it on another date. There shall be at least a ten (10) day period between observations unless an employee is having difficulties requiring closer and more frequent observations.

A written copy of each formal evaluation shall be given to the employee. If as the result of any evaluation procedure, problems in the performance of duties by an employee are observed and noted on the evaluation, then such evaluation shall contain suggestions which might effect improvement in the performance of those duties. The evaluator and the employee shall each sign the formal evaluation. The employee's signature shall signify his/her awareness of the contents of the evaluation.

Space is provided at the bottom of the evaluation form for the employee to list any disagreement, comments or suggestions regarding the evaluation. Further, the employee may within ten (10) working days, submit a written statement which will be attached to the formal written evaluation.

C. Other Evaluative Material

Any other evaluative material which deals with employee's performance of professional duties shall be reduced to writing and given to the employee within five (5) working days upon obtaining such material. The employee may request a conference with the evaluator to discuss such material. Should the employee desire he/she may submit his/her written comments to such material within five (5) working days of the receipt of written material. A copy of the employee's written comments shall be attached to original material.

D. Evaluation Files

Each employee, upon request, may make an appointment with the superintendent to review the contents of his/her own personnel file in the office of the superintendent and in the presence of the superintendent or his designee. A representative of the Association, at the employee's request, may accompany the teacher during this review. Privileged information such as confidential credentials, letters of reference from universities, individuals or previous employers are specifically exempted from such review. No evaluative material will be entered into an employee's file without complying with the provisions of Sections A, B or C.

E. Unsatisfactory Evaluation

A tenured employee shall have the right to grieve an overall unsatisfactory evaluation.

ARTICLE XVI

PHASE III IMPLEMENTATION LANGUAGE

A. Rate of Pay

Employees shall be paid the per hour rate as set by the district's Phase III Plan for all work performed pursuant to the plan.

B. Participation in Phase III Activities

1. Participation in all Phase III activities shall be voluntary on the part of the employees.
2. Disapproval of a plan, failure to meet specified goals of a plan, or non-participation shall not in any way be used in the evaluation of the employee's overall performance.

ARTICLE XVII
COMPLIANCE CLAUSE

A. Duration Period

This agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30, 2008.

B. Separability

If any item of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to the law, then such article, section, or clause or application shall be deleted from this agreement to the extent that it violates the law. All other articles, section, or clause shall continue in full force and effect.

C. Printing Agreement

The Board of Directors will share equally with the Association in the cost of printing the master agreement for all members of the bargaining unit.

The Association shall furnish all members of the bargaining unit with a copy of the master agreement and shall pay for any extra copies they request.

The Board of Directors shall pay for any extra copies they request including copies for new employees.

D. Notices

Whenever any notice is required to be given by either of the parties of Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board, c/o Superintendent, New Market Community School District.
2. If by Board, to Association, c/o President, New Market Community School District.

This Agreement shall automatically continue in force and effect for equivalent periods, except as may be amended, modified, or substituted under the procedures set forth in Chapter 20 of the Code of Iowa.

E. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the 12th day of Feb., 2007.

Mauris Norbury
New Market Education Association
Chief Negotiator

Leresa Hanley
New Market Community School District
Board of Directors, Chief Negotiator

Kay Willey
New Market Education Association
President

Leresa Hanley
New Market Community School District
Board of Directors, President

SCHEDULE A
GRIEVANCE REPORT

Date Filed

School District

Building

Name of Aggrieved Person

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or
Immediate Supervisor

Date

LEVEL III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee Date

LEVEL IV (Optional)

A. _____
Signature of Aggrieved Person Date Received by Board

B. _____
Signature of Association President

C. Disposition by Board _____

Signature of Board President Date

LEVEL V

A. _____
Signature of Aggrieved Person Signature of Assoc. President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator* _____

Signature of Arbitrator

Date of Decision

*If additional space is needed, attach additional sheets

SCHEDULE B

DUES DEDUCTION AUTHORIZATION FORM

Authorization for Payroll Deduction
for Education Association Dues

(First Name) (Initial) (Last Name)

I hereby request and authorize the Board of Directors of New Market Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Iowa State Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

Date

Signature

Social Security Number

Please sign and return to board secretary.

SCHEDULE C

LONG TERM DISABILITY BENEFITS

ELIGIBILITY

All active full time employees of the New Market Community School District working thirty (30) hours or more per week.

DISABILITY QUALIFICATION PERIOD

Three (3) months

MONTHLY BENEFIT FORMULA

- a. Scheduled monthly income
60% of covered monthly compensation but in no event shall the total scheduled income exceed \$2,000 per month. Maximum covered monthly compensation will be \$3,333.
- b. Benefit payable
The amount provided in the above schedule, less any Social Security benefits for which the employee and his dependents are eligible, subject to the Coordination of Benefits Provision. Once established, the benefit will not be further reduced by subsequent increases in Social Security benefits.
- c. Minimum benefit payable will in no event be less than \$50 monthly.
- d. Benefits are provided on the same basis as all non-maternity disabilities for disabilities which are the result of pregnancies.

MAXIMUM PERIOD OF PAYMENT

<u>Age (At Disability)</u>	<u>Benefit Duration</u> <u>(Following qualification period)</u>
Under age 63	The greater of to age 65 or 3 years - 6 months
age 63	3 years
64	2 years - 6 months
65	2 years
66	1 year - 9 months
67	1 year - 6 months
68	1 year - 3 months
69	1 year

SCHEDULE D
SALARY SCHEDULE
2007-2008

<u>STEP</u>	<u>BA</u>	<u>BA+12</u>	<u>BA+24</u>	<u>BA36/MA</u>	<u>MA+12</u>	<u>MA+24</u>
0	21,250	21,985	22,720	23,455	24,190	24,925
1	21,880	22,615	23,350	24,175	24,910	25,645
2	22,510	23,245	23,980	24,895	25,630	26,365
3	23,140	23,875	24,610	25,615	26,350	27,085
4	23,770	24,505	25,240	26,335	27,070	27,805
5	24,400	25,135	25,870	27,055	27,790	28,525
6	25,030	25,765	26,500	27,775	28,510	29,245
7	25,660	26,395	27,130	28,495	29,230	29,965
8	26,290	27,025	27,760	29,215	29,950	30,685
9	26,920	27,655	28,390	29,935	30,670	31,405
10	27,550	28,285	29,020	30,655	31,390	32,125
11	28,180	28,915	29,650	31,375	32,110	32,845
12	28,810	29,545	30,280	32,095	32,830	33,565
13	29,440	30,175	30,910	32,815	33,550	34,285
14	30,070	30,805	31,540	33,535	34,270	35,005

Career Increment - \$1,200

Contingency Clause: The above salary schedule includes funds made available by House File 499, the Educational Excellence Fund. Specifically the salary schedule includes Phase I and Phase II monies. In the event the Legislature or the Governor would cease to provide such funds either through repeal of such legislation or other action, the salary schedule would revert back to the salary schedule which was in effect during the 1987-88 contract year with a BA Base Step O of \$17,160. Individual contracted salaries would be adjusted according to this new salary schedule. In the event the Legislature or the Governor reduce the funding for Phase I (Minimum Salary) and/or Phase II (Additional Payment) the above salary schedule and the individual's contracted salary shall be reduced proportionately.

SCHEDULE E
2007-2008
SUPPLEMENTAL PAY
GENERATOR BASE \$19,000

<u>Activity</u>	<u>Percentage</u>
Library	4%
Music	3%

Negotiations 2007-08

	2006-07 Salary	2007-08 Unfrozen Salary	2007-08 Proposal
Northup	\$37,135 (28BA36)	\$38,335 (29BA36)	\$38,335 (30BA36)
Lischer	\$38,070 (27MA12)	\$38,070 (28MA12)	\$39,270 (29MA12)
Lantz	\$30,070 (14BA)	\$30,070 (15BA)	\$30,070 (16BA)
Dean	\$26,335 (4BA36)	\$27,055 (5BA36)	\$27,775 (6BA36)
Willey	\$23,140 (3BA)	\$23,770 (4BA)	\$24,400 (5BA)
McClarnon	\$24,505 (4BA12)	\$25,135 (5BA12)	\$25,765 (6BA12)
Herzberg	\$30,655 (10BA36)	\$31,375 (11BA36)	\$32,095 (12BA36)
McKinney FTE (.263)	\$6,049 (2BA)	\$6,086 (3BA)	\$6,252 (4BA)
Fisher FTE (.25), 15	\$6,126 (4BA12)	\$6,126 (4BA12)	\$6,284 (5BA12)
Mason FTE (.15), 25	\$3,187 (0BA)	\$3,187 (0BA)	\$3,282 (1BA)